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7 -AND-

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18 CIGNA HEALTH AND LIFE INSURANCE COMPANY

19 **UNITED STATES DISTRICT COURT**
20 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

21 NAMDY CONSULTING, INC.,

Case No. 2:16-cv-02299

22 Plaintiff,

23 vs.

24 **STIPULATION REGARDING**
25 **LEAVE TO FILE AMENDED**
26 **COMPLAINT**

27 CIGNA HEALTH AND LIFE
28 INSURANCE COMPANY., a
California Corporation, and DOES 1
through 20, inclusive,

Defendants.

Complaint Filed: 02/17/16

1 WHEREAS:

2 1. Plaintiff Namdy Consulting, Inc. ("Namdy") filed its original complaint
3 against defendant Cigna Health and Life Insurance Company ("CHLIC") on or about
4 February 17, 2016 in Los Angeles Superior Court in the action entitled *Namdy*
5 *Consulting, Inc. v. Cigna Health and Life Insurance Company*, Case No. 16K01925 (the
6 "State Court Action");

7 2. Namdy thereafter filed a First Amended Complaint against CHLIC in the
8 Los Angeles Superior Court on or about April 1, 2016, but did not serve the First
9 Amended Complaint on CHLIC until April 6, 2016;

10 3. On April 4, 2016, CHLIC, having received no notice of the First
11 Amended Complaint, filed an Answer in the State Court Action and, that same day,
12 filed a Notice of Removal of the State Court Action to the Central District Court
13 (Docket No. 1); and

14 4. CHLIC has recently discovered that two additional related entities should
15 be included as defendants to this action, including Connecticut General Life Insurance
16 Company and Cigna Healthcare of California, Inc. (together with CHLIC referred to as
17 "Cigna").

18 WHEREFORE, the Parties hereby stipulate and agree that:

19 1. Namdy shall be permitted to file an amended complaint, attached hereto
20 as Exhibit 1, in this Court which asserts the same allegations and claims as set forth in
21 the First Amended Complaint but that includes all appropriate Cigna defendants; and

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1 2. Cigna shall be granted a 30-day extension to provide a response to the
2 amended complaint under Local Rule 8-3.

3
4 IT IS SO STIPULATED.

5
6 DATED: April 25, 2016

7
8 By _____/s/_____
9 Hani Farah
10 Attorneys for Plaintiff
11 NAMDY CONSULTING, INC.

12 DATED: April 19, 2016

13 COLE PEDROZA LLP

14 By _____/s/_____
15 Dana L. Stenvick
16 Attorneys for Defendant
17 CIGNA HEALTH AND LIFE INSURANCE
18 COMPANY
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EXHIBIT 1

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Attorney for Plaintiff:
 NAMDY CONSULTING, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

NAMDY CONSULTING, INC.,	)	Case No.: 16K01925
Plaintiff,	)	NAMDY CONSULTING, INC.'S
	)	SECOND AMENDED COMPLAINT
	)	FOR:
v.	)	1. RECOVERY OF PAYMENT
	)	FOR SERVICES RENDERED;
	)	2. RECOVERY ON OPEN BOOK
	)	ACCOUNT;
CIGNA HEALTH AND LIFE INSURANCE	)	3. QUANTUM MERUIT;
COMPANY, Connecticut General Life	)	4. BREACH OF IMPLIED
Insurance Company, Cigna Healthcare of	)	CONTRACT;
California, Inc., and DOES 1 through 20,	)	5. DECLARATORY RELIEF
inclusive	)	6. NEGLIGENCE PER SE; and
	)	7. INTERFERENCE WITH
	)	PROSPECTIVE ECONOMIC
Defendant.)	ADVANTAGE

(JURY TRIAL REQUESTED)

Damages: LIMITED: Between \$10,000
 and \$25,000

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4 Plaintiff NAMDY CONSULTING, INC. (hereafter referred to as "NAMDY") hereby
5 complains and alleges:

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7 **GENERAL ALLEGATIONS**

- 8 1. NAMDY is and at all relevant times was a corporation, organized and existing under the
9 laws of the State of California, and was a resident of the County of Los Angeles.
- 10 2. NAMDY is and at all relevant times was in the business of purchasing and collecting
11 accounts receivable on behalf of various other companies, including without limitation
12 professional business entities engaged in the business of providing patients with medical
13 services, medications, devices, and any other services related to healthcare.
- 14 3. NAMDY was, at all relevant times, an assignee of J.S.E. Emergency Medical Group Inc.
15 (hereinafter referred to as "Physicians"), who were fully licensed, certificated, and in
16 good standing under the laws of the State of California. A copy of the assignment
17 agreement is attached as Exhibit A.
- 18 4. Physicians provided medical care, services, treatment, and/or procedures and services to
19 members, subscribers, or insureds of CIGNA HEALTH AND LIFE INSURANCE
20 COMPANY, a Connecticut Corporation; and DOES 1 through 20, inclusive (Hereinafter
21 "DEFENDANT" or "DEFENDANTS") from 01/01/2012 onward. Physicians became
22 entitled to reimbursement, payment and/or indemnification from DEFENDANT for those
23 services and supplies rendered. Physicians have assigned their right to payment and to
24 collect their fees from DEFENDANT to NAMDY. Details of these services are set forth
25 in Exhibit B.
- 26 5. The facts and information alleged within are alleged on information and belief. Indeed,
27 DEFENDANTS are better-positioned to know exactly which members received
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1 treatment on the dates specified and the payments involved, and discovery in this case
2 will very likely confirm NAMDY's allegations herein or lead to correction and/or
3 amendment of said allegations.

- 4 6. DEFENDANT is a Connecticut corporation licensed to do business in and is and was
5 doing business in the State of California, as an insurer. NAMDY is informed and
6 believes that DEFENDANT is licensed by the Department of Insurance to transact the
7 business of insurance in the State of California. DEFENDANT is, in fact, transacting the
8 business of insurance in the State of California and is thereby subject to the laws and
9 regulations of the State of California.
- 10 7. The true names and capacities, whether individual, corporate, associate, or otherwise, of
11 DEFENDANTS, are unknown to NAMDY, who therefore sues said defendants by such
12 fictitious names. NAMDY is informed and believes and thereon alleges that each of the
13 defendants designated herein as a DOE is legally responsible in some manner or to some
14 extent for the events and happenings referred to herein and legally caused injury and
15 damages proximately thereby to NAMDY. NAMDY will seek leave of this Court to
16 amend this Complaint to insert their true names and capacities in place and instead of the
17 fictitious names when they become known to it.
- 18 8. At all times herein mentioned, unless otherwise indicated, defendants were the agents
19 and/or employees of each of the remaining defendants, and were at all times acting
20 within the purpose and scope of said agency and employment, and each defendant has
21 ratified and approved the acts of his agent. At all times herein mentioned,
22 DEFENDANTS had actual or ostensible authority to act on each other's behalf in
23 certifying or authorizing the provision of medical services; processing and administering
24 the claims and appeals; pricing the claims; approving or denying the claims; directing
25 each other as to whether to pay and/or how to pay claims; issuing remittance advices and
26 explanations of benefits statements; and, making payments to NAMDY and its patients.

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28 **FACTS**

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- 1 8. This complaint arises out of the failure of DEFENDANT to make payments due and
2 owing to Physicians for medical services, care, treatment, and procedures provided to
3 numerous patients (hereafter referred to as "Patients"), all of whom were insureds,
4 members, policyholders, certificate-holders, or were otherwise covered for health,
5 hospitalization, pharmaceutical expenses, and major medical insurance through policies
6 or certificates of insurance issued and underwritten by DEFENDANT.¹
- 7 9. None of the claims and/or causes of action in this Complaint are derivative of the
8 contractual rights of the patients. In no way does NAMDY seek to enforce the
9 contractual rights of the patients through the patients' insurance contracts, policies,
10 certificates of coverage, and/or any other written insurance agreements between
11 DEFENDANT and any patients. The claims and causes of action are based upon the
12 relationship and interactions between NAMDY and DEFENDANT and upon the fact that
13 the Patients were covered by DEFENDANT.
- 14 10. NAMDY is informed and believes that each of the Patients were insured by
15 DEFENDANT either as a subscriber to coverage or a dependent of a subscriber to
16 coverage under a policy or certificate of insurance issued and underwritten by
17 DEFENDANT. NAMDY is informed and believes that each of the Patients entered into
18 a valid insurance agreement with DEFENDANT for the specific purpose of ensuring that
19 the Patients would have access to medically necessary treatments, care, procedures and
20 surgeries by medical practitioners like the Physicians and ensuring that DEFENDANT
21 would pay for the health care expenses incurred by the Patient.
- 22 11. NAMDY is informed and believes, and on such information and belief alleges, that
23 DEFENDANT, received, and continues to receive, valuable premium payments from the
24 Patients and/or other consideration from the Patients under the subject policies applicable
25 to the Patients.

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27 ¹ For privacy reasons and to comply with the Health Insurance Portability and Accountability Act of 1996
28 ("HIPPA"), the full names and identifying information pertaining to the patients has been withheld. This
information will be disclosed to Defendants upon request.

- 1 12. At all relevant times, the Physicians provided medically necessary and appropriate
2 services, care, treatment, and/or procedures to Patients holding valid insurance policies or
3 certificates issued by DEFENDANT.
- 4 13. The Physicians have a reputation for providing high quality care, treatment, and
5 procedures. Their charges for services are on par with the charges of other physicians in
6 the same general area for the same procedures and/or services. The Physicians' billed
7 charges are usual, customary, and reasonable.
- 8 14. The Physicians who provided medical services to the Patients were "out-of-network
9 providers" who had no preferred provider contracts or other contracts with
10 DEFENDANT at the time that the surgeries or procedures were performed.
- 11 15. It is standard practice in the healthcare industry that when a medical provider enters into
12 a written preferred provider contract with a health plan such as DEFENDANT, that the
13 medical provider agrees to accept reimbursement that is discounted from the medical
14 provider's total billed charges in exchange for the benefits of being a preferred or
15 contracted provider. Those benefits include an increased volume of business, because the
16 health plan provides financial and other incentives to its members to receive their
17 medical care and treatments from the contracted provider, such as advertising that the
18 provider is "in network", and allowing the members to pay lower co-payments and
19 deductibles to obtain care and treatment from a contracted provider. When health plans
20 such as DEFENDANT receive claims from in-network providers, they adjust the total
21 charges submitted by the in-network provider and pay an agreed upon contract rate to the
22 in-network provider.
- 23 16. Conversely, when a medical provider, such as the Physicians, does not have a written
24 contract with a health plan such that it is an out-of-network provider, the medical
25 provider receives no referrals from the health plan, as the health plan discourages its
26 members and subscribers from obtaining their care from the non-contracted providers.
27 The non-contracted provider has no obligation to reduce its charges, and is entitled to
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1 receive payment based on its billed or total charges for the services rendered (less any
2 copayments, coinsurance amounts, or deductibles owed by the Patients). The health plan
3 is not entitled to a discount from the medical provider's total billed charges for the
4 services rendered, because it is not providing the medical provider with the benefits of
5 increased patient volume that results from being an in-plan or in-network provider. In
6 such cases, when a health plan such as DEFENDANT receives claims from the out-of-
7 network provider for the total charges billed by the out-of-network provider and then
8 adjusts those claims, paying only those billed charges which are in an amount equivalent
9 to the usual and customary amount charged by similar providers rendering similar
10 treatment in the same or similar geographical location (less copayments, coinsurance, and
11 deductible amounts).

12 17. The Physicians were legally required to offer and render medical services, care,
13 treatment, and/or procedures to the Patients, who were members, insureds, or subscribers
14 of DEFENDANT, because the services were emergent. For each of the Patient claims at
15 issue here, the Physicians did in fact provide such emergency medical services, care,
16 treatment, and/or procedures to the Patients, as required by law.

17 18. Because the medical services, care, treatment, and/or procedures rendered by the
18 Physicians to the Patients were emergent in nature, DEFENDANT was required by law
19 to compensate the Physicians at usual, customary, and reasonable rates.

20 19. The claims at issue in this case are comprised of claims for medical services, care,
21 treatment, and/or procedures provided to members, insureds, or subscribers of
22 DEFENDANT by the Physicians, for which payments were made to the Physicians based
23 upon a sum unilaterally determined by DEFENDANT to be usual, customary, and
24 reasonable, which sums were not usual, reasonable or customary and were far less than
25 the Physicians' billed charges.
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1 20. Following provision of medical services, care, treatment, and/or procedures by the
2 Physicians upon the Patients, invoices, bills and claims were submitted to
3 DEFENDANT, for adjustment and payment.

4 21. Medical records pertaining to the Patients medical services, care, treatment, and/or
5 procedures were provided to DEFENDANT, by the Physicians. All information
6 requested by DEFENDANT relating to the medical services, care, treatment, and/or
7 procedures provided by the Physicians to the Patients was supplied to DEFENDANT by
8 the Physicians.

9 22. At all relevant times, the Physicians submitted their claims to DEFENDANT
10 accompanied by lengthy operative reports, chart notes, and other medical records. No
11 matter whether large or small, all of the Physicians' claims are submitted using CPT
12 codes, Healthcare Common Procedure Coding System ("HCPCS"), and modifiers, as
13 necessary.

14 23. At all relevant times, the Physicians expected to be reimbursed by DEFENDANTS at the
15 lesser of its billed charges or the then-current usual, customary, and reasonable rate,
16 which is defined by California law as follows:

17
18 A "usual" charge is the amount that is most consistently charged by an individual physician for a
19 given service. A "customary" charge is the amount that falls within a specified range of usual
20 charges for a given service billed by most physicians with similar training and experience within
21 a given geographical area. A "reasonable" charge is a charge that meets the Usual and
22 Customary criteria, or is otherwise reasonable in light of the complexity of treatment of the
23 particular case. Under a UCR Program, the payment is the lowest of the actual billed charge, the
24 physician's usual charge or the area customary charges for any given covered service.

25 24. Rather than simply pay the Physicians the lesser of their billed charges or usual,
26 customary, and reasonable rates, DEFENDANT instead routinely and deliberately
27 reimbursed the Physicians' claims at below usual, customary, and reasonable levels,
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1 forcing Physicians to exhaust time and energy first identifying and then appealing
2 improperly reimbursed claims.

3 25. DEFENDANTS have failed and refused to pay any monies, benefits, insurance proceeds,
4 or make any payment to the Physicians in connection with the medically necessary
5 services, care, treatment, and/or procedures rendered to the Patients by the Physicians, or
6 have substantially underpaid benefits for such services at inappropriately low rates, using
7 illegal and/or flawed databases and systems to calculate reimbursement for non-
8 contracted providers and have failed and refused to pay the claims at usual, customary,
9 and reasonable rates.

10 26. At all relevant times, DEFENDANT has improperly paid the Physicians for medically
11 necessary and appropriate services rendered to DEFENDANT's insured at rates far below
12 the billed rates, even though there was no contractual relationship or preferred provider
13 relationship between the Physicians and DEFENDANT. For each of the Patient claims at
14 issue in this action, the Physicians provided medical services to members and insureds of
15 DEFENDANT.

16 27. The rates paid by DEFENDANT were not reasonable, customary, or usual, and were
17 arbitrary, capricious and inexplicable. Further, DEFENDANT has never explained how
18 they calculated, justified, rationalized or comprised their pricing and rate schedule for
19 non-contracted, out-of-network providers, such as the Physicians.

20 28. Often, the rates paid to the Physicians by DEFENDANT for the exact same procedure,
21 treatment, surgery, or service were paid at different rates during the same year. At other
22 times, the Physicians were paid rates which were below what they would have received
23 had they been a preferred or in-network provider, even though such volume-discounted
24 rates would have been significantly lower than usual, reasonable and customary rates as
25 defined by California law.

26 29. The California Department of Managed Health Care has adopted regulations that define
27 the amount that health care service plans such as DEFENDANT are obligated to pay
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1 non-contracted providers such as the Physicians. These regulations provide a
2 methodology for determining the rate to be paid to out-of-network emergency room
3 providers:
4

5 For contracted providers without a written contract and non-contracted providers . . . the
6 payment of the **reasonable and customary value** for the health care services rendered based
7 upon statistically credible information that is updated at least annually and takes into
8 consideration : (i) the provider's training, qualifications and length of time in practice; (ii) the
9 nature of the services provided; (iii) **the fees usually charged by the provider; (iv) prevailing**
10 **provider rates charged in the general geographic area in which the services were rendered;**
11 (v) other aspects of the economics of the medical provider's practice that are relevant; and (vi)
12 and unusual circumstances in the case.

13 28 Cal. Code Regs. Section 1300.71(a)(3)(B). (Emphasis added.) These definitions are the same
14 criteria used by California Courts to determine the *quantum meruit* amounts that should be paid
15 for services rendered by non-contracted providers by insurers in California.
16

17 30. Based upon these criteria, the Physicians' charges are reasonable and customary. The
18 Physicians charged DEFENDANT the same fees that they charge all other payers.

19 31. NAMDY is informed and believes that DEFENDANT relied upon and utilized a flawed
20 database to make pricing determinations for the claims submitted by the Physicians on
21 behalf of the Patients. DEFENDANT utilized that flawed database as a primary source of
22 data upon which it based its pricing determinations, even though DEFENDANT knew
23 that the data cannot and should not be used for that purpose. DEFENDANT was fully
24 aware that its database was not properly designed to determine usual, customary, and
25 reasonable reimbursement amounts.

26 32. NAMDY is informed and believes and thereon alleges that DEFENDANT's system for
27 paying out-of-network claims is flawed, that DEFENDANT improperly manipulates the
28 data in its systems to underpay out-of-network medical provider claims, and that

1 DEFENDANT's systems and methods for calculating such rates violate California law.
2 DEFENDANT has used flawed databases and systems to unilaterally determine what
3 amounts it pays to medical providers and has colluded with other insurers to artificially
4 underpay, decrease, limit, and minimize the reimbursement rates paid for services
5 rendered by non-contracted providers. The issue of flawed databases has been
6 investigated by the U.S. Congress and New York Attorney General and has been the
7 source of numerous lawsuits and class action suits filed in connection with the databases
8 utilized (known as Ingenix).

9 33. NAMDY is informed and believes that there are a number of inherent flaws in
10 DEFENDANT's database which make that database invalid and inappropriate for setting
11 usual, customary and reasonable rates. Among other flaws, DEFENDANT's database:

- 12 a. Does not determine the numbers or types of providers in any geographic
13 area;
- 14 b. Does not determine the actual types of procedures performed within a
15 geographic area;
- 16 c. Collects charge data which is not representative of the actual number of
17 procedures performed within a geographic area;
- 18 d. Does not collect sufficient data to enable its users to determine whether
19 the data reflects the charges of providers with any particular degree of
20 expertise or specialization;
- 21 e. Does not collect sufficient provider-specific data to enable its users to
22 determine whether the charges are from one provider, from several
23 providers, or from only a minority subset of the providers in a geographic
24 area;
- 25 f. Fails to compare providers of the same or similar training and experience
26 level and, instead, combines and averages all provider charges by
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1 procedure code without separating the charges of physicians and non-
2 physicians;

- 3 g. Does not collect patient specific information such as age or medical
4 history or condition;
- 5 h. Does not ascertain the most common charge for the same service or
6 comparable service or supply;
- 7 i. Does not determine the place of service or type of facility;
- 8 j. Does not collect sufficient data to enable it or its users to determine an
9 appropriate medical market for comparing like charges;
- 10 k. Combines zip codes inappropriately, and uses zip codes instead of
11 appropriate medical markets;
- 12 l. Fails to compare procedures that use the same or similar resources (and
13 other costs) to the provider but, rather, indiscriminately combines all
14 provider charges by procedure code without regard to such factors;
- 15 m. Fails to compare procedures of the same or similar complexity by, among
16 other things, failing to record or account for CPT code modifiers;
- 17 n. Does not use appropriate statistical methodology;
- 18 o. Does not properly consider charging protocols and billing practices
19 generally accepted by the medical community or specialty groups;
- 20 p. Does not properly consider medical costs in setting geographic areas;
- 21 q. Lacks quality control, such as basic auditing, to ensure the validity,
22 completeness, representativeness, and authenticity of the data submitted;
- 23 r. Is subject to pre-editing by data contributors;
- 24 s. Reports charges that are systematically skewed downward;
- 25 t. Uses relative values and conversion factors to derive inappropriate usual,
26 customary and reasonable amounts;
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- u. Uses a methodology that does not comply with DEFENDANT's contractual definition of usual, customary and reasonable; and
- v. Purports to be confidential and/or proprietary, which prevents access to, and scrutiny of, the data by members of their employers.

34. These and other flaws render DEFENDANT's use of its data system invalid and unlawful for determining usual, customary, and reasonable rates. By systematically and typically making usual, customary, and reasonable rate determinations without compliant and valid data to substantiate its determinations, DEFENDANTS have breached their obligations to reimburse Physicians for out-of-network services. Accordingly, all past usual, customary, and reasonable rate determinations based on DEFENDANT's data system should be overturned.

35. DEFENDANT used other improper pricing methods to reduce reimbursement to out-of-network providers. Accordingly, DEFENDANTS violated, and continues to violate, its legal obligations to Physicians to pay usual, customary, and reasonable rates of reimbursement for services rendered to the Patients, insureds, subscribers, and members.

36. DEFENDANT has received claims from the Physicians for a number of years. As such, DEFENDANT knew or should have known the rates that the Physicians charged for various services. Moreover, DEFENDANT knew or should have known the amounts charged by other medical providers for medical services, care, and treatment, since it had received, reviewed and processed, numerous claims for prior to processing the claims at issue in this litigation. It is standard practice in the healthcare industry for medical providers (whether in-network or not) to submit claims and bills showing the total charges to health plans such as DEFENDANT and for health plans such as DEFENDANT to price those claims, based either upon the total charges or the contractual rates offered to network providers.

37. The Physicians have also been disparaged by the pervasive under-reimbursement scheme. When a patient refers to his/her evidence of coverage documents promulgated

1 by DEFENDANTS, he/she is led to believe that when he/she seeks out-of-network care
2 their charges will be paid by DEFENDANTS at the "usual and customary rate" of similar
3 physicians for a similar service in a similar area. When a patient obtains out-of-network
4 treatment from providers such as the Physicians and the provider submits the bill to the
5 insurer, a patient learns for the first time that he/she will not be fully reimbursed because
6 the doctor's charges are alleged by DEFENDANT to exceed the usual and customary
7 rate. The physician-patient relationship is undermined, as the physicians have been
8 branded as a charlatan whose bills are inflated and unreasonable.

9 38. At all relevant times, DEFENDANT harmed the physicians by making improper usual,
10 customary, and reasonable rate and pricing determinations that reduced the lawful
11 reimbursement amounts for out-of-network providers without valid or compliant data to
12 support such determinations. DEFENDANT further harmed the Physicians by
13 misapplying in-network policies to out-of-network provider claims, and by delaying
14 payments to out-of-network providers under the pretext of negotiation. As a result of
15 these actions, the Physicians were financially harmed and forced to exhaust significant
16 time and resources appealing DEFENDANT's unlawful determination through a process
17 deliberately designed to deny, delay, and impede out-of-network physician providers
18 from obtaining their rightful reimbursement.

19 39. Upon information and belief, DEFENDANT used and continues to use flawed database
20 data, among other sources, to understate the true market rates of medical care performed
21 by out-of-network providers. The improper use of this data has caused both patients and
22 out-of-network providers to experience significant losses. Patients are harmed because
23 payers like DEFENDANTS are not reimbursing out-of-network services at appropriate
24 levels, which results in out-of-network providers increasingly billing their patients for
25 amounts charged, which exceed the amounts DEFENDANTS cover. Out-of-network
26 providers like Physicians are harmed because they are not always able to collect these
27 balances from patients and are forced to take a loss for their services. Moreover, because
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1 out-of-network providers are often unaware of the scheme that results in payers like
 2 DEFENDANTS failing to pay appropriate usual, customary, and reasonable rates, they
 3 are either powerless to appeal any such improper determinations or their efforts to appeal
 4 these determinations are futile. DEFENDANT, by contrast, benefits from paying out-of-
 5 network providers at below market rates. If, for example, out-of-network providers fail to
 6 realize that the scheme is the cause of their underpayment, DEFENDANTS have
 7 unlawfully retained money which otherwise belongs to the Physicians for the services
 8 provided. DEFENDANT's ambiguity regarding its method for calculating usual,
 9 customary and reasonable rates reflects its participation in this deceptive practice.

10
 11 **FIRST CAUSE OF ACTION:**

12 **FOR RECOVERY OF PAYMENT FOR SERVICES RENDERED**

13
 14 **(AS AGAINST ALL DEFENDANTS)**

15
 16 40. Plaintiff incorporates all allegations set forth in the above paragraphs as though fully set
 17 forth herein.

18 41. At all times herein mentioned, DEFENDANTS were required by law to pay usual,
 19 reasonable, and customary rates for the emergency care provided by the Physicians to the
 20 Patients, who were members or subscribers of DEFENDANT. California Health and
 21 Safety Code § 1371.4; Bell v. Blue Cross, 131 Cal.App.4th 211.

22 42. At all relevant times, the Physicians rendered care, treatment, and services to the Patients
 23 in good faith and in reliance upon the legal requirement that insurers pay for the
 24 emergency medical care of those they insure. DEFENDANTS had a duty to pay,
 25 reimburse, indemnify, and cover the Physicians for the care, treatment and services
 26 rendered by the Physicians to the Patients pursuant to California Health & Safety Code
 27 §§ 1371, 1371.35, and 1371.4 following the rendition of services and treatment by the
 28 Physicians to the Patients. Further, DEFENDANTS had a duty to pay usual, customary,

1 and reasonable rates for the services rendered by the Physicians in compliance with 28
2 California Code of Regulations § 1300.71 et seq. For the Patients, DEFENDANTS have
3 failed and refused to comply with 28 California Code of Regulations § 1300.71 et seq.

4 43. At all relevant times, the Physicians rendered care and treatment to the Patient. Each
5 defendant herein named had a duty to pay, reimburse and cover the cost of such
6 treatment and services by payment to the Physicians for the medical services, care,
7 treatment, and/or procedures rendered by the Physicians to the Patients, pursuant to
8 California Health & Safety Code §§ 1371, 1371.35, and 1371.4, and was prohibited from
9 denying or refusing coverage, payment, indemnity, or reimbursement for the cost for
10 treatment and services rendered by the Physicians to the Patients. Further,
11 DEFENDANTS had a duty to pay usual, customary, and reasonable rates for the services
12 rendered by NAMDY's assignor in compliance with 28 California Code of Regulations §
13 1300.71 et seq. and have failed and refused to pay usual, customary, and reasonable
14 amounts.

15 44. At all relevant times, 28 California Administrative Code § 1300.71 et seq. required that
16 DEFENDANTS, reimburse the Physicians for the claims submitted on behalf of the
17 Patient within 45 days after DEFENDANTS received the Patient's claims from the
18 Physicians. 28 Cal. Admin. Code Tit. 28 Section 1300.71(a)(3) defines the manner and
19 method by which reasonable and customary rates are to be defined by DEFENDANTS,
20 providing:

21
22 (B) For contracted providers without a written contract and non-contracted providers, except
23 those providing services described in paragraph (C) below: the payment of the reasonable and
24 customary value for the health care services rendered based upon statistically credible
25 information that is updated at least annually and takes into consideration: (i) the provider's
26 training, qualifications, and length of time in practice; (ii) the nature of the services provided;
27 (iii) the fees usually charged by the provider; (iv) prevailing provider rates charged in the general
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1 geographic area in which the services were rendered; (v) any unusual circumstances in the case;
2 and
3

4 (C) For non-emergency services provided by non-contracted providers to PPO and POS
5 enrollees: the amount set forth in the enrollee's Evidence of Coverage.

6
7 47. As a proximate result of the violation of California Health & Safety Code §§ 1371,
8 1371.35, and 1371.4 and/or 28 California Code of Regulations. § 13700.1 by
9 DEFENDANTS, which acts were intentional, willful and knowing, the Physicians have
10 never been paid for any of the medical services, care, treatment, and/or procedures
11 provided to the Patient or have been underpaid for such medical services, care, treatment,
12 and/or procedures. By their acts and omissions, DEFENDANTS have failed and refused
13 to provide coverage and/or have underpaid the Physicians. DEFENDANTS have failed
14 and refused to pay the usual, customary and reasonable value for the services rendered by
15 the Physicians to the Patients.

16 48. The Physicians are owed reimbursement, compensation, and payment of the cost of the
17 medical services, care, treatment, and/or procedures which they rendered and provided to
18 the Patient at the Physicians' billed rates or at rates equivalent to the usual, customary,
19 and reasonable value for their services, in conformance with the legal requirements that
20 they provide emergency care to any patient and that the insurance of any patient who
21 receives emergency care pay the provider of the care at usual, customary, and reasonable
22 rates.

23 49. As required by law (because the medical services provided were emergency services), the
24 Physicians provided surgeries, procedures, medical treatments, and/or other medical
25 services to the patients, thereby benefitting DEFENDANTS and the Patients. At all times
26 herein mentioned, DEFENDANTS were required by law to pay usual, reasonable, and
27 customary rates for the emergency care provided by the Physicians to the Patients, who
28

1 were members or subscribers of DEFENDANT. California Health and Safety Code §
2 1371.4; Bell v. Blue Cross, 131 Cal.App.4th 211.

3 50. The Physicians have demanded that DEFENDANT pay for the medical services provided
4 to the Patient, and has submitted statements to DEFENDANT for the medical services
5 rendered to the Patient.

6 51. DEFENDANTS have failed and refused to pay, and continue to refuse to pay the
7 Physicians for such services rendered at appropriate rates and have underpaid the
8 Physicians by failing and refusing to pay usual, customary, and reasonable rates.
9 Accordingly, there is now due and owing an unpaid sum, plus statutory interest thereon.
10

11
12 **SECOND CAUSE OF ACTION:**

13
14 **FOR RECOVERY OF PAYMENT ON OPEN BOOK ACCOUNT**

15
16 **(AS AGAINST ALL DEFENDANTS)**

17 52. Plaintiff incorporates all allegations set forth in the above paragraphs as though fully set
18 forth herein.

19 53. DEFENDANTS have become indebted to the Physicians on open book accounts for the
20 Patients, for money due in the sum to be determined at the time of trial for medical
21 services rendered by the Physicians to the Patients.

22 54. The Physicians have provided medical services to the Patients, and have maintained
23 contemporaneous, itemized, and detailed records and statements of each medical service
24 provided to the Patients. The Physicians have provided DEFENDANT with statements
25 itemizing the medical treatment provided to the Patients, along with an accounting of the
26 amounts owed by DEFENDANT.
27
28

1 55. DEFENDANTS have refused to pay, and continue to refuse to pay, the Physicians the
 2 billed charges submitted by the Physicians and/or the usual and customary charges owed
 3 to the Physicians for the medical services, care, treatment, and/or procedures provided to
 4 the Patients. Accordingly, there is now due and owing an unpaid sum in an amount to be
 5 determined at the time of trial, plus statutory interest.

6
 7 **THIRD CAUSE OF ACTION:**

8 **FOR QUANTUM MERUIT**

9
 10 **(AGAINST ALL DEFENDANTS)**

11
 12 59. Plaintiff incorporates all allegations set forth in the above paragraphs as though fully set
 13 forth herein.

14 60. As required by law (because the medical services provided were emergency services), the
 15 Physicians provided surgeries, procedures, medical treatments, and other medical
 16 services to the Patients, thereby benefitting DEFENDANT and the Patients.

17 61. DEFENDANTS have failed and refused to pay the Physicians the appropriate amounts
 18 incurred by the Physicians in rendering medical services, care, treatment, and/or
 19 procedures to the Patients, have underpaid those costs and have failed and refused to pay
 20 the usual, reasonable and customary costs of those services.

21 62. At all times herein mentioned, DEFENDANTS were required by law to pay usual,
 22 reasonable, and customary rates for the emergency care provided by the Physicians to the
 23 Patients, who were members or subscribers of DEFENDANT. California Health and
 24 Safety Code § 1371.4; Bell v. Blue Cross, 131 Cal.App.4th 211.

25 63. DEFENDANT is required to reimburse the Physicians at a *quantum meruit* rate for all
 26 services rendered to the enrollees, the Patients. The *quantum meruit* amount owed by
 27 DEFENDANT to the Physicians is determined according to the customary charges that
 28 would be billed by the Physicians and/or other physicians in the absence of preferred

1 provider or participating provider contractual rates. Based upon the fact that the
2 Physicians were required to provide care and that DEFENDANT was benefitted by the
3 provision of such services by the Physicians, an obligation on the part of DEFENDANT
4 to make restitution to the Physicians arose.

5 64. The *quantum meruit* rate for the medical treatment the Physicians provided to the
6 Patients is an amount to be determined at trial. This amount represents the usual,
7 customary, and reasonable cost or charge for the services rendered by the Physicians. The
8 Physicians have submitted statements to DEFENDANT for these amounts, and have
9 made repeated demands that they be paid for the medical treatment provided to the
10 Patient at usual, customary, and reasonable rates.

11 65. DEFENDANTS have refused to pay, and continue to refuse to pay, the Physicians for the
12 whole or any part of the sums owed to the Physicians for the medical services, care,
13 treatment, and/or procedures provided to the Patient, at usual, customary, and reasonable
14 rates. Accordingly, there is now due and owing an unpaid sum, plus statutory interest.

15
16 **FOURTH CAUSE OF ACTION:**

17
18 **FOR BREACH OF IMPLIED CONTRACT**

19 **(AS AGAINST ALL DEFENDANTS)**

20
21 66. Plaintiff incorporates all allegations set forth in the above paragraphs as though fully set
22 forth herein.

23 67. NAMDY is informed, believes, and thereon alleges that, at all relevant times herein, the
24 Patients had valid policies with DEFENDANT or were members, subscribers, insureds,
25 or were otherwise entitled to coverage, indemnification, and payment as policyholders or
26 certificate-holders of insurance policies and certificates issued and underwritten by
27 DEFENDANT.
28

- 1 68. NAMDY is informed and believes that the Patients obtained such policies from
2 DEFENDANT for the specific purposes of (1) ensuring that the patients would have
3 access to medically necessary treatments at healthcare facilities, and (2) ensuring that
4 DEFENDANT would pay for the healthcare expenses incurred by the patients.
5 DEFENDANT knew or reasonably should have known that its insured would seek
6 medical treatment from the Physicians.
- 7 69. NAMDY is informed and believes that DEFENDANT received and continues to receive
8 valuable premium payments from the Patients under the relevant insurance policies.
- 9 70. Since Physicians were required by law to treat the Patients in emergency situations, they
10 agreed by implication to treat the Patients. DEFENDANT, by law, was required to pay
11 Physicians at the usual, customary, and reasonable rate for emergency services and
12 therefore agreed by implication to pay UCR rates to Physicians. California Health and
13 Safety Code § 1371.4; Bell v. Blue Cross, 131 Cal.App.4th 211.
- 14 71. In consideration for the Physicians' implied agreement to treat the Patients,
15 DEFENDANT, implicitly agreed to reimburse the Physicians for the expenses incurred
16 by the Patients in the course of being treated and undergoing medical services, care,
17 treatment, and/or procedures rendered by the Physicians and agreed to pay the Physicians
18 a usual, customary, and reasonable rate for those services.
- 19 72. The Physicians provided medical treatment or care to the Patient. DEFENDANT has
20 refused to pay, and continues to refuse to pay, the Physicians for the whole or a part of
21 the sums owed to the Physicians at appropriate rates for the treatment services provided
22 to the Patients.
- 23 73. As a result of the foregoing breach, DEFENDANT has damaged the Physicians in an
24 amount to be determined at trial. Accordingly, there is now due and owing an unpaid
25 sum, plus statutory interest thereon. The total amount owed is presently understood to be
26 more than \$25,000.00.
27
28

FIFTH CAUSE OF ACTION:

FOR DECLARATORY RELIEF

(AS AGAINST ALL DEFENDANTS)

73. Plaintiff incorporates all allegations set forth in the above paragraphs as though fully set forth herein.

74. A dispute has arisen between the Physicians and DEFENDANT as to the amount that DEFENDANT is required to pay the Physicians for the medically necessary services provided by the Physicians to the Patients. DEFENDANT contends that it owes the Physicians nothing in connection with the medical services, care, treatment, and/or procedures provided to the Patients. The Physicians contend that they are entitled to receive payment in an amount to be determined at trial, plus statutory interest, for the medical services provided to the Patients during the course of their treatment.

75. NAMDY seeks and desires a judicial determination by the Court that DEFENDANT is required to pay the Physicians for the medical services, care, treatment, and/or procedures provided to the Patients during the course of their treatment by the Physicians at the billed or total rates charged by the Physicians.

76. Such a declaration is necessary and appropriate at this time so that the Physicians and DEFENDANT may ascertain their rights, duties, and obligations concerning the medical services the Physicians provided to the Patients.

SIXTH CAUSE OF ACTION:

FOR NEGLIGENCE PER SE

(AS AGAINST ALL DEFENDANTS)

1 77. Plaintiff incorporates by reference all previous paragraphs as though fully set forth
2 herein.

3 78. At all times herein mentioned, defendants were required by law to pay usual, reasonable,
4 and customary rates for the emergency care provided by the Physicians to the Patients,
5 who were members or subscribers of DEFENDANT. California Health and Safety Code
6 § 1371.4; Bell v. Blue Cross, 131 Cal.App.4th 211.

7 79. DEFENDANTS had a duty to pay, reimburse, indemnify, and cover the Physicians for
8 the medical services, care, treatment, and/or procedures rendered by the Physicians to the
9 Patients pursuant to California Health & Safety Code §§ 1371.1, 1371.8, and/or
10 California Insurance Code § 796.04 following the rendition of services and treatment by
11 the Physicians to the Patients. Further, DEFENDANTS had a duty to pay usual,
12 customary, and reasonable rates for the services rendered by the Physicians in
13 compliance with 28 California Code of Regulations § 1300.71 et seq. For the Patients,
14 DEFENDANTS have failed and refused to comply with 28 California Code of
15 Regulations § 1300.71 et seq.

16 80. DEFENDANTS had a duty to pay, reimburse, compensate, cover and indemnify the
17 Physicians at their billed rates or at usual, customary, and reasonable rates for the
18 services, treatment, care and pharmaceuticals rendered by the Physicians to the Patients
19 in compliance with the legal requirement that insurers cover emergency medical care
20 provided to those they insure. Such duties arose by virtue of California Health & Safety
21 Code §§ 1371.8, 1371.1, and 1371.4, by virtue of California Insurance Code § 796.04
22 and by virtue of 28 California Code of Regulations § 1300.71 et seq.

23 81. Each of the statutes herein mentioned was intended to prevent, prohibit, and preclude the
24 type of damage suffered and sustained by the Physicians. Each of the statutes herein
25 mentioned was intended to prevent, prohibit, and preclude DEFENDANTS from failing
26 and refusing to pay, compensate, reimburse, cover, and indemnify the Physicians for the
27 medical services, care, treatment, and/or procedures they provided to the Patients and
28

1 from being underpaid by DEFENDANT for such medical services, care, treatment,
2 and/or procedures. Each of the statutes herein mentioned was intended to prevent,
3 prohibit, and preclude DEFENDANTS from refusing to pay, compensate, reimburse,
4 cover, and indemnify the Physicians for the medical services, care, treatment, and/or
5 procedures they provided to the Patients and/or from underpaying such claims.

6 82. The Physicians are members of the class of persons and/or entities to be protected by
7 these statutes, since they were "providers" of medical care which rendered health care
8 services in good faith to DEFENDANTS' members, subscribers, and insured the
9 Patients. DEFENDANTS were regulated by California law and are subject to California
10 Health & Safety Code §§ 1371.1, 1371.4 and 1371.8, California Insurance Code § 796.04
11 and 28 California Code of Regulations § 1300.71 et seq.

12 83. As a proximate result of the violation of California Health & Safety Code §§ 1371.1,
13 1371.4, and 1371.8, California Insurance Code § 796.04 and 28 California Code of
14 Regulations § 1300.71, et seq., by DEFENDANT and of the breaches of DEFENDANT's
15 duties to the Physicians, which acts were intentional, willful, and knowing, the
16 Physicians have never been paid, compensated, reimbursed, indemnified, or covered for
17 the costs of the treatment, care and services it rendered to the Patient and/or has been
18 underpaid for such services. The refusal of DEFENDANT to reimburse the Physicians
19 for the services provided to Patients insured by DEFENDANT is negligence *per se*.

20 84. The Physicians are owed reimbursement, compensation, and payment of the cost of the
21 medical services, care, treatment, and/or procedures which they rendered and provided to
22 the Patients at the Physicians' billed rates, in conformance with the legal requirements
23 that they provide emergency care to any patient and that the insurance of any patient who
24 receives emergency care pay the provider of the care at usual, customary, and reasonable
25 rates.

26
27 ///

FOR INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE

85. Plaintiff incorporates by reference all previous paragraphs as though fully set forth herein.
86. For each service provided by the Physicians to each Patient, the Patient was required to pay some portion of that bill as part of their deductible, as their coinsurance amount, and/or as their co-pay.
87. The explanation of benefit forms provided by DEFENDANT to both the Patients and the Physicians lists an "allowed amount" for each medical service to each Patient. It is the monetary amount that DEFENDANT unilaterally determined the services would be reimbursed at.
88. The allowed amount was significantly lower than the billed amount for each service for each Patient.
89. The Patients, rather than paying their portions (deductible, coinsurance, and/or co-pay) of the billed amounts, only paid their portions of the allowable amount.
90. As a result, the Physicians received less money from the Patients than they would have if the patients had not been, in effect, told by DEFENDANT to pay at amounts lower than the billed amount.
91. DEFENDANT acted wrongfully by unilaterally determining the rates to be paid for each service, by determining rates that were below usual, customary, and reasonable rates, and by convincing the Patients to pay at the lower "allowed" amounts via their explanation of benefits forms.

1 DEFENDANT was aware of the economic relationship between the Physicians and the Patients
2 because DEFENDANT knew that the Physicians treated the patients and knew that the Patients
3 would have to pay some portion of the bills for the medical services provided by the Physicians.
4

5 **PRAYER FOR RELIEF**

6
7 **WHEREFORE**, NAMDY CONSULTING, INC. prays for judgment against defendants
8 as follows:

- 9
10 1. For compensatory damages in an amount to be determined, plus statutory interest;
11 2. For restitution in an amount to be determined, plus statutory interest;
12 3. For a declaration that DEFENDANT and DOES 1-20 inclusive, are obligated to pay
13 plaintiff all monies owed for medical services rendered to the Patient; and
14 4. For such other further relief the Court deems just and appropriate.

15 Dated: 4/25/16

16
17 By: 
18

19 Hani Farah

20 Attorney for Plaintiff

21 NAMDY CONSULTING, INC.
22
23
24
25
26
27
28

DEMAND FOR JURY TRIAL

Plaintiff, NAMDY CONSULTING, INC., hereby demands a jury trial as provided by law.

Dated: 4/25/16

By: 

Hani Farah

Attorney for Plaintiff

NAMDY CONSULTING, INC.

Exhibit A

Exhibit F

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment Agreement") is made as of August 18, 2015, by and between JSE Emergency (the "Assignor") and NAMDY Management Co., Inc. (the "Assignee"). Medical Group INC

RECITAL

Assignor and Assignee entered into a Purchase and Assignment Agreement, dated as of 08/18/2015 ("Agreement"). Terms not defined herein shall have the meaning ascribed to them in the Agreement.

AGREEMENTS

In consideration of the promises and for the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:


1. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's rights, remedies, title, and interests, without limitation, in fulfilling the obligations imposed on the Assignee by the Agreement. Such assignment and transfer includes, but is not limited to, all of Assignor's rights, remedies, titles, and interest in and to any and all Outstanding Bills that the Assignor provides to the Assignee during the term of the Agreement.
2. The Assignee hereby accepts the foregoing assignment.
3. The Assignor agrees to, consents to, and authorizes the disclosure and release to Assignee by any insurance company or other entity ("Debtor Company") of any and all information of any kind that may be necessary in pursuit of collecting the Outstanding Bills discussed in the Agreement, including without limitation confidential materials, health information, and personal information. Assignee is bound by separate obligation to keep such information confidential in compliance with all applicable laws.
4. The Assignor agrees that Assignee may, without limitation, investigate, appeal, seek reconsideration of any denied claims, prosecute and file lawsuits or take any other necessary and appropriate action in pursuit of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement as of the date written above.

NAMDY MANAGEMENT CO., INC.
("Assignee")

By: 
Name: Jonathan M. Kemp
Title: President

JSE Emergency Medical Group, INC
("Assignor")


By: 
Name: Joseph Englanoff
Title: President

Exhibit B

Policy#	Claim	Line	Date of Billing	CPT	Charge	Allowed	Paid	Adjusted	Payor
25508877101	4239181	1	1/3/2013	99283	218.00	218.00	174.40	-	Cigna Health
U3679175102	4548614	1	8/26/2014	99284	591.00	531.90	531.90	59.10	Cigna Health
101970292	4579695	1	11/3/2014	99283	324.00	291.60	291.60	32.40	Cigna Health
101970292	4579695	2	11/3/2014	69200	324.00	291.60	291.60	32.40	Cigna Health
U5410982101	4760548	1	10/31/2015	99283	331.00	297.90	297.90	33.10	Cigna Health
N32252561	4424517	1	12/18/2013	99284	414.00	372.60	372.60	41.40	Cigna Health
U3571715501	4642931	1	3/10/2015	99284	617.00	555.30	444.24	61.70	Cigna Health
U4615692501	4649287	2	3/18/2015	12002	470.00	423.00	25.09	-	Cigna Health
U4615692501	4649287	1	3/18/2015	99283	331.00	297.90	34.49	-	Cigna Health
U4615692501	4649287	1	3/18/2015	99283	331.00	297.90	34.49	33.10	Cigna Health
U4615692501	4649287	2	3/18/2015	12002	470.00	423.00	380.70	47.00	Cigna Health
U0546078704	4650482	1	7/28/2015	99291	1,204.00	1,083.60	1,083.60	120.40	Cigna Health
U1145911605	4682196	1	5/23/2015	99283	331.00	297.90	297.90	33.10	Cigna Health
U3405728606	4524975	1	9/30/2014	99283	310.00	279.00	223.20	31.00	Cigna Health
U40780753	4165747	1	7/26/2012	99285	607.00	520.65	520.65	86.35	Cigna Health
U2112792401	4439397	1	1/27/2014	99284	414.00	372.60	372.60	41.40	Cigna Health
U0978232501	4452069	1	2/14/2014	99284	414.00	372.60	372.60	41.40	Cigna Health
U4554246804	4268599	1	2/23/2014	99284	414.00	372.60	298.08	41.40	Cigna Health
U2570552903	4092231	1	2/8/2012	99284	425.00	364.41	291.53	60.59	Cigna Health
U3445835203	4115063	1	3/12/2012	99283	226.00	203.40	203.40	22.60	Cigna Health
U22729972	4124761	1	4/24/2012	99285	623.00	554.47	306.98	68.53	Cigna Health
U3663655301	4687377	1	5/29/2015	99285	929.00	836.10	628.63	92.90	Cigna Health
1013731700	4467130	1	5/3/2014	99285	606.00	545.40	545.40	60.60	Cigna Health
U47088706	4429554	1	6/10/2014	99291	796.00	716.40	449.17	79.60	Cigna Health
U4632050501	4507597	1	6/10/2014	99284	414.00	372.60	298.08	41.40	Cigna Health
U4630391002	4237336	1	1/3/2013	99285	607.00	546.30	437.04	60.70	Cigna Health
U1493255001	4080792	1	1/24/2012	99284	425.00	138.48	138.48	286.52	Cigna Health
U3678653201	4080748	1	1/11/2012	99284	425.00	382.50	306.00	42.50	Cigna Health
U1495212001	4131633	1	5/21/2012	99285	607.00	34.71	34.71	-	Cigna Health
U4448846001	4139960	1	5/9/2012	99285	607.00	546.30	546.30	60.70	Cigna Health
U0550807501	4148961	1	5/30/2012	99283	218.00	196.20	156.96	21.80	Cigna Health
U48242290	4560965	1	12/21/2015	99284	617.00	555.30	499.77	61.70	Cigna Health

U48242290	4560965	1	12/21/2015 99284	617.00	555.30	55.53	-	Cigna Health
U3571663004	4087379	1	2/14/2012 99285	623.00	560.70	560.70	62.30	Cigna Health
U4467336103	4496684	1	5/21/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U2305966501	4805758	1	1/19/2016 99291	1,204.00	1,083.60	1,083.60	120.40	Cigna Health
U1599937303	4621574	2	1/16/2015 73020	42.00	37.80	30.24	4.20	Cigna Health
U1599937303	4621574	1	1/16/2015 99284	617.00	555.30	444.24	61.70	Cigna Health
U4406995905	4357738	1	8/7/2013 99284	414.00	153.25	153.25	260.75	Cigna Health
U4406995905	4357738	2	8/7/2013 12002	329.00	93.58	93.58	235.42	Cigna Health
79246415702	4745844	1	9/25/2015 99285	929.00	236.45	236.45	692.55	Cigna Health
N32509108	4750994	2	10/14/2015 93010	46.00	41.40	28.98	4.60	Cigna Health
N32509108	4750994	1	10/14/2015 99285	929.00	836.10	585.27	92.90	Cigna Health
U3918494204	4435729	1	4/2/2014 99284	414.00	414.00	414.00	-	Cigna Health
U3918494204	4435729	2	4/2/2014 74000	33.00	33.00	33.00	-	Cigna Health
U3918494204	4419461	1	12/26/2013 99283	217.00	78.86	78.86	138.14	Cigna Health
U3485405204	4432054	1	1/8/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U4343290601	4450034	1	2/14/2014 99284	414.00	372.60	298.08	41.40	Cigna Health
100543022	4296174	1	4/1/2013 99284	414.00	150.40	120.32	263.60	Cigna Health
U4482702103	4301129	1	4/1/2013 99284	414.00	372.60	260.82	41.40	Cigna Health
U4693718101	4333153	3	6/3/2013 29530	140.00	126.00	126.00	14.00	Cigna Health
U4693718101	4333153	1	6/3/2013 99285	607.00	546.30	546.30	60.70	Cigna Health
U4693718101	4333153	2	6/3/2013 73560	34.00	30.60	30.60	3.40	Cigna Health
U4928100401	4352306	1	7/11/2013 99284	414.00	372.60	316.71	41.40	Cigna Health
U4928100401	4352908	2	7/28/2013 64450	255.00	144.48	122.81	110.52	Cigna Health
U4928100401	4352908	1	7/28/2013 99285	607.00	519.24	441.35	87.76	Cigna Health
U4859650801	4361904	1	7/30/2013 99285	607.00	546.30	326.41	60.70	Cigna Health
U3445835207	4163016	1	7/11/2012 99283	218.00	187.20	187.20	30.80	Cigna Health
U3445835207	4163016	2	7/11/2012 13131	1,028.00	1,028.00	1,028.00	-	Cigna Health
U5345527405	4652333	1	3/26/2015 99291	1,204.00	1,083.60	1,083.60	120.40	Cigna Health
101078489	4665076	1	4/14/2015 99291	1,204.00	1,083.60	1,083.60	120.40	Cigna Health
1043373053	4805085	1	1/19/2016 99291	1,204.00	1,083.60	1,083.60	120.40	Cigna Health
U4037056701	4817902	1	2/15/2016 99285	929.00	836.10	598.73	92.90	Cigna Health
U34854052	4495183	1	5/10/2014 99283	217.00	195.30	195.30	21.70	Cigna Health
101650524	4515638	1	6/25/2014 99283	217.00	195.30	195.30	21.70	Cigna Health
U4950488501	4518166	1	7/3/2014 99285	606.00	545.40	545.40	60.60	Cigna Health

U5155755101	4547651	1	8/15/2014 99284	591.00	531.90	531.90	59.10	Cigna Health
U5286482802	4550654	1	10/24/2014 99284	591.00	531.90	478.71	59.10	Cigna Health
U5071459801	4553124	1	9/12/2014 99284	591.00	531.90	425.52	59.10	Cigna Health
U5071459801	4553124	4	9/12/2014 12011	460.00	414.00	331.20	46.00	Cigna Health
U5071459801	4553989	1	9/12/2014 99284	591.00	531.90	425.52	59.10	Cigna Health
U0950169905	4606285	1	12/18/2014 99284	617.00	555.30	499.77	61.70	Cigna Health
U3838752301	4479429	1	4/18/2014 99283	217.00	195.30	195.30	21.70	Cigna Health
U4758866702	4357652	1	8/7/2013 99283	218.00	185.94	148.75	32.06	Cigna Health
U0995356401	4386228	1	9/12/2013 99284	414.00	372.60	298.08	41.40	Cigna Health
U3753638101	4094840	2	2/22/2012 12020	704.00	629.16	566.24	74.84	Cigna Health
U3753638101	4094840	1	2/22/2012 99283	226.00	201.98	181.78	24.02	Cigna Health
U4206639406	4671742	1	5/1/2015 99283	331.00	297.90	238.32	33.10	Cigna Health
U0365223401	4136971	1	5/2/2012 99283	218.00	148.24	148.24	69.76	Cigna Health
U0365223401	4168693	1	7/26/2012 99291	793.00	566.00	557.72	227.00	Cigna Health
U0365223401	4160128	1	7/2/2012 99284	414.00	372.60	298.08	41.40	Cigna Health
U0365223401	4131569	1	4/24/2012 99283	218.00	196.20	156.96	21.80	Cigna Health
U3875865401	4124788	1	4/14/2012 99291	793.00	566.00	566.00	227.00	Cigna Health
U3875865401	4124788	1	12/28/2015 99291	793.00	793.00	793.00	-	Cigna Health
U3875865401	4150468	1	11/14/2012 99291	793.00	566.00	566.00	227.00	Cigna Health
U3875865401	4150468	2	6/12/2012 31500	394.00	394.00	394.00	-	Cigna Health
U3875865401	4150457	1	11/14/2012 99291	793.00	566.00	566.00	227.00	Cigna Health
U3875865401	4150457	2	6/12/2012 31500	394.00	394.00	394.00	-	Cigna Health
U3875865401	4156771	1	12/28/2015 99232	257.00	257.00	257.00	-	Cigna Health
U3875865401	4156771	1	6/12/2012 99232	257.00	130.00	130.00	127.00	Cigna Health
U4306214801	4575444	1	10/23/2014 99284	617.00	555.30	555.30	61.70	Cigna Health
U3087728401	4413640	1	11/25/2013 99284	414.00	354.60	354.60	59.40	Cigna Health
U4483674901	4389089	1	1/13/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U4497612504	4430024	1	1/8/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U4535966901	4451386	1	2/14/2014 99284	414.00	372.60	325.08	41.40	Cigna Health
U0544674901	4213808	1	10/31/2012 99284	414.00	372.60	260.82	41.40	Cigna Health
U2350212802	4213184	1	10/31/2012 99285	607.00	546.30	546.30	60.70	Cigna Health
U4037067901	4237296	1	1/3/2013 99284	414.00	372.60	335.34	41.40	Cigna Health
U4037067901	4432021	1	1/27/2014 99291	796.00	289.20	260.28	506.80	Cigna Health
U4037067901	4432021	2	1/27/2014 71010	92.00	92.00	82.80	-	Cigna Health

U4672309601	4257148	1	1/29/2013 99283	218.00	196.20	196.20	21.80	Cigna Health
U4228459802	4451395	1	2/14/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U4228459802	4321935	1	5/17/2013 99284	414.00	372.60	372.60	41.40	Cigna Health
U4228459802	4286466	1	3/4/2013 99283	218.00	196.20	176.58	21.80	Cigna Health
U4228459802	4358614	1	8/7/2013 99284	414.00	354.60	354.60	59.40	Cigna Health
U4228459802	4451379	1	2/14/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U2385484501	4682534	1	6/11/2015 99285	929.00	836.10	836.10	92.90	Cigna Health
W9201429401	4243482	1	1/16/2013 99284	414.00	414.00	37.15	-	Cigna Health
100542656	4282587	1	3/13/2013 99284	414.00	372.60	298.08	41.40	Cigna Health
573313975	4351256	1	7/30/2013 99284	414.00	414.00	331.20	-	Cigna Health
U3445835205	4401795	1	10/24/2013 99285	607.00	519.24	519.24	87.76	Cigna Health
U3571715501	4677340	1	5/11/2015 99284	628.00	565.20	278.15	62.80	Cigna Health
U4482398802	4192223	1	1/12/2016 99284	414.00	372.60	260.82	41.40	Cigna Health
U4482398802	4192223	1	9/4/2012 99284	414.00	372.60	260.82	41.40	Cigna Health
U0496575905	4152451	1	6/12/2012 99285	607.00	546.30	491.67	60.70	Cigna Health
U3402363701	4495218	1	5/10/2014 99284	414.00	372.60	372.60	41.40	Cigna Health
U3485405201	4425941	1	12/18/2013 99284	414.00	372.60	372.60	41.40	Cigna Health
U3485405201	4444657	1	1/29/2014 99283	217.00	195.30	195.30	21.70	Cigna Health
U3485405201	4550631	1	9/12/2014 99283	310.00	279.00	279.00	31.00	Cigna Health
U3485405201	4751972	1	10/15/2015 99285	929.00	836.10	836.10	92.90	Cigna Health
U3048391701	4092269	1	2/8/2012 99284	425.00	382.50	382.50	42.50	Cigna Health
U3875445801	4115198	1	4/3/2012 99284	425.00	382.50	382.50	42.50	Cigna Health
U2273010103	4125313	1	4/3/2012 99284	414.00	372.60	372.60	41.40	Cigna Health
U4228459802	4379241	1	9/12/2013 99284	414.00	372.60	372.60	41.40	Cigna Health
U4699787701	4321931	1	5/17/2013 99284	414.00	372.60	298.08	41.40	Cigna Health
U5632994601	4722776	1	8/21/2015 99284	628.00	565.20	565.20	62.80	Cigna Health
U5632994601	4722776	2	8/21/2015 12002	470.00	423.00	423.00	47.00	Cigna Health
U0872329403	4752376	1	10/15/2015 99283	331.00	297.90	297.90	33.10	Cigna Health
U0872329403	4752376	2	10/15/2015 12011	460.00	414.00	414.00	46.00	Cigna Health
U4037041401	4754283	1	10/15/2015 99284	628.00	565.20	508.68	62.80	Cigna Health
U1021258001	4486028	1	4/23/2014 99284	414.00	372.60	298.08	41.40	Cigna Health
U1021258001	4486028	1	4/23/2014 99284	414.00	372.60	74.52	339.48	Cigna Health
U1021258001	4486028	1	4/23/2014 99284	414.00	372.60	298.08	41.40	Cigna Health
101797409	4547680	3	9/11/2014 29515	357.00	321.30	156.57	35.70	Cigna Health

101797409	4547680	3	9/11/2014 29515	357.00	164.73	164.73	192.27	Cigna Health
101797409	4547680	1	9/11/2014 99283	310.00	194.46	194.46	115.54	Cigna Health
101797409	4547680	1	9/11/2014 99283	310.00	279.00	84.54	31.00	Cigna Health
U3572030002	4582848	1	11/7/2014 99285	907.00	816.30	816.30	90.70	Cigna Health
U3663655301	4093994	1	2/14/2012 99283	226.00	203.40	162.72	22.60	Cigna Health
U3663655301	4094262	1	2/8/2012 99283	226.00	203.40	162.72	22.60	Cigna Health
U2200170301	4817732	1	2/15/2016 99283	331.00	297.90	297.90	33.10	Cigna Health
U2200170301	4817732	2	2/15/2016 12002	470.00	423.00	423.00	47.00	Cigna Health
U37866816	4416965	1	11/27/2013 99284	414.00	153.25	122.60	260.75	Cigna Health
U37866816	4457434	1	3/3/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4499089	1	5/23/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4510664	1	6/25/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4441713	1	1/27/2014 99285	606.00	545.40	436.32	60.60	Cigna Health
U37866816	4461365	1	3/19/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4518147	1	7/9/2014 99284	414.00	372.60	298.08	41.40	Cigna Health
U37866816	4428380	1	1/3/2014 99291	636.00	295.58	236.46	340.42	Cigna Health
U37866816	4540872	1	8/20/2014 99284	591.00	531.90	425.52	59.10	Cigna Health
U37866816	4417689	1	11/27/2013 99284	414.00	153.25	122.60	260.75	Cigna Health
U3786681603	4626542	1	1/30/2015 99285	907.00	816.30	653.04	90.70	Cigna Health
U37866816	4615689	1	1/7/2015 99284	617.00	555.30	444.24	61.70	Cigna Health
U37866816	4439454	1	1/29/2014 99283	217.00	80.36	64.29	136.64	Cigna Health
U37866816	4480884	1	4/19/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4541216	1	8/20/2014 99284	591.00	531.90	425.52	59.10	Cigna Health
U37866816	4439365	1	1/27/2014 99283	217.00	195.30	156.24	21.70	Cigna Health
U37866816	4510074	1	7/9/2014 99284	414.00	372.60	298.08	41.40	Cigna Health
U4819119701	4441234	1	1/27/2014 99284	414.00	372.60	188.03	41.40	Cigna Health
U0991632901	4150795	1	6/4/2012 99284	414.00	372.60	372.60	41.40	Cigna Health
U3867547502	4165663	1	7/26/2012 99284	414.00	414.00	414.00	-	Cigna Health
U4659260601	4188948	2	9/24/2012 71010	33.00	11.65	11.65	21.35	Cigna Health
U4659260601	4188948	3	9/24/2012 72040	42.00	14.94	14.94	27.06	Cigna Health
U4659260601	4188948	1	9/24/2012 99284	414.00	147.83	147.83	266.17	Cigna Health
U43991085	4079132	1	1/11/2012 99284	425.00	382.50	267.75	42.50	Cigna Health
U3445835202	4086894	1	2/6/2012 99283	226.00	203.40	203.40	22.60	Cigna Health
U3445835202	4355700	1	7/29/2013 99284	414.00	354.60	354.60	59.40	Cigna Health

U4460011301	4254408	1	1/3/2013 99284	414.00	372.60	298.08	41.40	Cigna Health
U4482730401	4310958	1	4/17/2013 99284	414.00	372.60	260.82	41.40	Cigna Health
U4482730401	4314959	1	4/29/2013 99285	607.00	546.30	382.41	60.70	Cigna Health
N32580949	4425527	1	12/18/2013 99284	414.00	372.60	372.60	41.40	Cigna Health
N32580949	4425527	2	12/18/2013 71010	33.00	29.70	29.70	3.30	Cigna Health
N3250953901	4163267	2	7/2/2012 71010	33.00	9.32	6.52	23.68	Cigna Health
N3250953901	4163267	3	7/2/2012 93010	31.00	8.96	6.27	22.04	Cigna Health
N3250953901	4163267	1	7/2/2012 99284	414.00	118.26	82.78	295.74	Cigna Health
N3249958201	4282705	2	3/4/2013 71010	33.00	29.70	20.79	3.30	Cigna Insurance
N3249958201	4282705	3	3/4/2013 93010	55.00	43.00	30.10	12.00	Cigna Insurance
N3249958201	4282705	1	3/4/2013 99285	607.00	552.80	386.96	54.20	Cigna Insurance
R8279937501	4361167	1	7/29/2013 99284	414.00	414.00	157.00	-	Cigna Insurance
101352306	4621640	1	1/22/2015 99285	907.00	816.30	816.30	90.70	Cigna Insurance
101637317	4546039	1	9/12/2014 99291	1,136.00	1,022.40	1,022.40	113.60	Cigna/great West Insuranc
101601338	4262685	1	1/29/2013 99283	218.00	196.20	28.99	21.80	Cigna/great West Insuranc
101569197	4413177	1	10/30/2013 99283	218.00	196.20	196.20	21.80	Cigna/great West Insuranc
101178596	4436122	1	7/1/2014 99285	606.00	545.40	545.40	60.60	Cigna/great West Insuranc
101565427	4784235	1	12/11/2015 99284	628.00	565.20	565.20	62.80	Cigna/great West Insuranc
TUW61770A960	4518169	1	7/30/2014 99283	217.00	217.00	217.00	-	Cigna/great West Insuranc
101856395	4543521	1	8/14/2014 99284	591.00	531.90	372.33	59.10	Cigna/great West Insuranc

PROOF OF SERVICE

At the time of service, I was over eighteen years of age and not a party to this action. I am employed in the County of San Diego, State of California. My business address is 15525 Pomerado Road, Suite E-6, Poway, CA 92064.

On **April 25, 2016**, I served true and correct copies of the following document(s) by the method indicated below on the party included on the attached service list:

Stipulation Regarding Leave to File Amended Complaint; Second Amended Complaint including correct defendants; Proposed Order.

	FAX: by transmitting via facsimile on this date from fax number (858) 451-2006 the document(s) listed above to the fax number(s) set forth below. The transmission was completed before 5:00 P.M. and was reported complete without error. The transmitting fax machine complies with Cal.R.Ct 2003(3).
X	MAIL: by placing the document(s) listed above in a sealed envelope or package with postage thereon fully prepaid, in the United States mail at the Poway, California address as set forth above. I am readily familiar with the office's practice of collection and processing of correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business.
	PROCESS SERVER: by placing the document(s) listed above in a sealed envelope or package and by causing personal delivery of the envelope or package to the person(s) at the address(es) set forth below. A signed proof of service by the process server or delivery service will be filed shortly.
	PERSONAL SERVICE: by personally delivering the document(s) listed above to the person(s) whose address is set forth below.
	NEXT DAY DELIVERY: by placing the document(s) listed above in a sealed envelope or package and consigning it to an express mail service for guaranteed delivery on the next business day following the date of consignment to the address(es) set forth below. (VIA UPS)
	EMAIL: by transmitting via email to the parties at the email addressed listed below.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 25, 2016**, at San Diego, California.

_____/s/_____
HANI FARAH

SERVICE LIST

Dana L. Stenvick
Cole Predroza LLP
2670 Mission Street, Suite 200
San Marino, CA 91108

. Attorney for Defendant,
Cigna Health and Life Insurance Company